



**BUCKLEY CITY COUNCIL MEETING AGENDA**  
**March 12, 2019**  
**Multi-Purpose Center, 811 Main Street**  
**City Council Meeting**  
**Opening 7:00 P.M.**

Call to Order  
Pledge of Allegiance  
Roll Call of Council Members

Next Ordinance #05-19  
Next Resolution #19-03  
Next Agenda Bill #AB19-028

**Rosalia Noronha – Swearing in as Officer**

**A. Citizen Participation**

*Time Limit of Three Minutes (Must sign up at City Hall by Wednesday prior to the Council Meeting)*

**B. Staff Reports**

**C. Main Agenda**

1. ORD No. \_\_\_\_-19 – Contract for Engineering and Construction Phase Work – Pg.'9  
Naches St. Overlay Project
2. Early Separation Agreement Pg. 37
3. Engineering Design & Preparation of Bid/Construction Documents Consultant Agreement Pg. 43

**D. Consent Agenda**

4. A. Approve Minutes of February 26, 2019, City Council Meeting Pg. 68  
Approve Minutes of March 5, 2019, City Council Study Session Pg. 6;  
B. Transfer Voucher Pg. 72

**E. Committee Reports**

4. Mayor's Report Johnson
5. Administration, Finance & Public Safety Tremblay
6. Transportation & Utilities B. Burkett
7. Community Services S. Burkett
8. Council Member Comments & Good of the Order



**CITY OF BUCKLEY ♦ PO BOX 1960 ♦ BUCKLEY, WA 98321**  
360-829-1921 ♦ Fax 360-829-2659 ♦ <http://www.cityofbuckley.com>

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## **CITY OF BUCKLEY MEETING LIST**

### **March 2019**

March 11	10:30 AM	<del>Buckley Hall Board (City Hall)</del> <b>CANCELLED</b>
March 12	9:30 AM	Admin, Finance, & PS (City Hall)
March 12	7:00 PM	City Council
March 18	7:00 PM	Planning Commission
March 19	7:00 PM	Transportation & Utilities (City Hall)
March 21	1:00 PM	Community Services (City Hall)
March 26	9:30 AM	Admin, Finance, & PS (City Hall)
March 26	7:00 PM	City Council

# March 2019



Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 7 Planning Commission	5 7 City Council Study Session	6	7	8	9
10 	11 10:30 Buckley Hall Board	12 9:30 A/F/PS 7 City Council	13	14	15	16
17 	18 7 Planning Commission	19 7 Transp. & Utilities	20 	21 1 Comm. Services	22	23
24	25	26 9:30 A/F/PS 7 City St. PCouncil	27	28	29	30
31						

## A. CITIZEN PARTICIPATION

## B. STAFF REPORTS

## C. MAIN AGENDA

# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>ORD No. ___-19 - Agreement Between Pierce County and the City of Buckley Regarding Naches Street Improvements.</b>  Cost Impact: \$24,000 (est) Fund Source: TIB Grant Timeline:	<b>Agenda Date: March 12, 2019 AB19-028</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
PW/Utilities – Chris Banks		X	
<b>Attachments:</b> Ordinance and Agreement			
<p>SUMMARY STATEMENT: This agreement was approved at the last Council meeting; however, after the meeting we became aware that an Ordinance is required to be approved by Council with the contract. This item is just ratifying what was already approved by including the Ordinance.</p> <p>Agreement between Pierce County and the City of Buckley to have the County complete the design and engineering services for this TIB grant awarded project. Through this agreement, the County will provide design engineering services to develop plans, specifications, and construction estimates.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Full Council 2/26/2019			
<b>RECOMMENDED ACTION: MOVE to Approve ORD. No. 05-19 Contract Between Pierce County and the City of Buckley Regarding Naches Street Improvements.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY, WASHINGTON**

**ORDINANCE NO. \_\_\_\_-19**

**AN ORDINANCE OF THE CITY OF BUCKLEY, WASHINGTON, APPROVING A CONTRACT WITH PIERCE COUNTY IN WHICH THE COUNTY AGREES TO FACILITATE A STREET OVERLAY PROJECT ON NACHES STREET AS AUTHORIZED BY RCW 35.77.020 THROUGH 35.77.040 AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.**

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**WHEREAS**, RCW 35.77.020 through 35.77.040 authorizes counties to do road construction work for cities by agreement; and

**WHEREAS**, the City and County have found it beneficial to enter into a contract for the County to facilitate a street overlay project on Naches Street; and

**WHEREAS**, RCW 35.77.020 requires contracts authorized by RCW 35.77.020 through 35.77.040 to be approved by ordinance;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** The “CONTRACT BETWEEN PIERCE COUNTY AND THE CITY OF BUCKLEY REGARDING NACHES STREET IMPROVEMENTS,” attached as Exhibit A, is approved and the mayor authorized to sign said contract.

**Section 2.** Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

**Section 3.** Effective date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force on March 27, 2019.

Introduced, passed, and approved this 12<sup>th</sup> day of March, 2019.

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Mayor Pat Johnson

Attest:

---

Treva Percival, City Clerk

APPROVED AS TO FORM:

---

Phil Olbrechts, City Attorney

PUBLISHED:  
EFFECTIVE:

**CONTRACT  
BETWEEN PIERCE COUNTY AND THE CITY OF BUCKLEY  
REGARDING NACHES STREET IMPROVEMENTS**

**THIS AGREEMENT** is entered into this day by and between **PIERCE COUNTY**, a political subdivision of the State of Washington (herein referred to as "the COUNTY") and the **CITY OF BUCKLEY**, a municipal corporation of the State of Washington (herein referred to as "the CITY").

**SECTION 1.0 AUTHORITY**

The COUNTY and CITY are contracting pursuant to Revised Code of Washington (RCW) 35.77.020 through 35.77.040, as now or hereinafter amended. This Agreement shall not be binding and effective unless and until it is approved by ordinance of the City Council of the CITY and by resolution of the County Council of the COUNTY.

**SECTION 2.0 PURPOSE**

The purpose of this Agreement is to set forth the responsibilities and obligations of the COUNTY and the CITY concerning services requested by the CITY and any costs associated with this work.

**SECTION 3.0 PROJECT**

The PROJECT is the overlay of approximately 1,400 linear feet of Naches Street between Park Avenue and Mason Avenue, located within the city limits of Buckley. The CITY was awarded grant funds from the Transportation Improvement Board (TIB) in 2018. During the grant application process, the COUNTY committed to including the CITY's PROJECT in its Annual Overlay Program if TIB funding was obtained.

**SECTION 4.0 COUNTY RESPONSIBILITIES AND OBLIGATIONS**

The COUNTY will perform the following services for the CITY during 2019 and 2020:

- 4.1** Provide design engineering services to develop PROJECT plans, specifications, and construction estimates. The scope of the PROJECT will be the same as shown in the CITY TIB applications.
- 4.2** Include the PROJECT as a separate "group" in the bid package for the COUNTY's 2020 Overlay Program, expected to advertise in early 2020 for construction in summer 2020.
- 4.3** Provide contract administration and construction management services, including construction inspection, during construction of the PROJECT.
- 4.4** Notify the CITY of any proposed change orders on the PROJECT.
- 4.5** Invoice the CITY and provide supporting documentation for the actual work completed.

**SECTION 5.0 CITY RESPONSIBILITIES AND OBLIGATIONS**

The CITY is responsible for the following contributions to the PROJECT during 2019 and 2020:

- 5.1** Review draft PROJECT plans, specifications, and construction estimates for the CITY's "group" within COUNTY-specified time frames to ensure consistency with the TIB grant and the COUNTY's schedule as described in SECTION 4.2.
- 5.2** Seek and receive TIB approval to award the PROJECT within two (2) weeks of bid opening by the COUNTY.

- 5.3 Review and approve proposed change orders recommended by the COUNTY for the PROJECT.
- 5.4 Pay the COUNTY for its work and reimburse COUNTY for PROJECT costs as summarized in Sections 4.0 and 6.0 by paying COUNTY's invoices within thirty (30) days of receipt.
- 5.5 Design, advertise, and construct all the required Americans with Disabilities Act (ADA) improvements (i.e. sidewalk curb ramps) within the limits of the PROJECT prior to March 2020.

**SECTION 6.0 COMPENSATION**

The CITY will reimburse the COUNTY for work associated with design, advertisement, and construction of the PROJECT, including any approved change orders per SECTION 4.0 and SECTION 5.0.

The Engineer's construction cost estimate for the TIB-approved PROJECT used in the competitive grant process was \$220,490, excluding construction engineering, construction inspection, or contract administration.

The COUNTY estimates its cost to complete the design work specified in SECTION 4.0 at approximately eleven percent (11%) of the construction cost estimate, or \$24,000. The COUNTY will submit to the CITY, and the CITY agrees to pay, itemized invoices for actual design engineering labor and material costs incurred.

The COUNTY estimates its cost to complete the construction administration and management specified in SECTION 4.0 at approximately eleven percent (11%) of the construction cost estimate, or \$24,000. The CITY authorizes the COUNTY to award the PROJECT after bid opening and TIB approval. The COUNTY will submit to the CITY, and CITY agrees to pay, an itemized invoice following the execution of each monthly progress pay estimate between the COUNTY and its contractor for actual PROJECT construction labor and material costs.

The CITY will reimburse the COUNTY for the costs invoiced within thirty (30) days of receipt.

**SECTION 7.0 AGREEMENT PERIOD**

The effective date of this AGREEMENT shall be the date that both CITY and COUNTY councils have approved a fully signed copy of this AGREEMENT. The AGREEMENT shall terminate upon the CITY's payment of the COUNTY's final invoice.

**SECTION 8.0 REGULATIONS AND REQUIREMENT**

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and of CITY and COUNTY.

**SECTION 9.0 TERMINATION**

The COUNTY or CITY may terminate the agreement in whole or in part whenever either party, in its sole discretion, determines that such termination is in its interest. The terminating party must provide forty-five (45) days prior written notice to the non-terminating party, unless waived by the non-terminating party. Each party remains responsible for all obligations incurred under this Agreement prior to the termination date (including the notice period), including payment or reimbursement for work performed prior to termination.

**SECTION 10.0 INDEMNIFICATION AND DEFENSE**

To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any injury or damage of any kind which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the Party, its elected and appointed officials, employees, agents, or volunteers.

A Party shall not be required to indemnify, defend, or hold the other Party harmless if the claim, damage, loss, or expense for any injury or damage of any kind is caused by the sole act or omission of the other Party.

The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

#### **SECTION 11.0 NO THIRD PARTY BENEFICIARY**

The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligations to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

#### **SECTION 12.0 INSURANCE COVERAGE**

The CITY, at its own expense, shall maintain at all times during the course of this Agreement, a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$2,000,000.00 and a policy limit of no less than \$5,000,000.00.

The COUNTY shall be named as an additional insured on all required policies and such insurance as is carried by the CITY shall be primary over any insurance carried by the COUNTY. The CITY shall provide a certificate of insurance to be approved by the COUNTY Risk Manager prior to execution of this Agreement. The certificate shall be attached to the Agreement.

#### **SECTION 13.0 NON-DISCRIMINATION**

The COUNTY and the CITY certify that they are Equal Opportunity Employers.

#### **SECTION 14.0 ASSIGNMENT**

Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

#### **SECTION 15.0 NOTICE**

Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:

CITY OF BUCKLEY  
933 Main Street  
Post Office Box 1960  
Buckley, WA 98321-1960  
Attention: City Administrator

Any formal notice or communication to be given by the CITY to the COUNTY under this Agreement shall be deemed properly given if delivered or if mailed postage prepaid and addressed to:  
PIERCE COUNTY PLANNING & PUBLIC WORKS  
4301 South Pine Street, Suite 628  
Tacoma, WA 98409-7207  
Attention: Transportation Improvement Manager

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY, by giving notice thereof to the other as herein provided.

**SECTION 16.0 CITY AND COUNTY AS INDEPENDENT CONTRACTORS**

Both the CITY and the COUNTY are, and shall at all times be deemed to be independent contractors. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and the COUNTY or any of the CITY's or COUNTY's agents or employees. The CITY and the COUNTY shall each retain all authority for services rendered, standards of performance, control of personnel, and other matters incident to the performance of services by the CITY and the COUNTY, respectively, pursuant to this Agreement.

**SECTION 17.0 INDUSTRIAL INSURANCE WAIVER**

With respect to the performance of this Agreement and as to claims against the COUNTY, its officers, agents, and employees, the CITY expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend, and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the CITY. This waiver is mutually negotiated by the parties to this Agreement.

**SECTION 18.0 APPLICABLE LAW, VENUE, AND ATTORNEY FEES**

This Agreement shall be governed, construed, and interpreted according to the laws of the State of Washington. Venue for any legal proceeding related to this Agreement shall be in any of the three superior courts authorized by RCW 36.01.050 for actions against Pierce County. The Parties shall be responsible for their own attorney fees and costs.

**SECTION 19.0 WAIVER**

Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

**SECTION 20.0 ENTIRE AGREEMENT**

This written Agreement represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

**SECTION 21.0 AMENDMENT**

Either party may request changes in the Agreement. No such modification, however, shall be effective unless in writing and signed by duly authorized agents of both Parties.

**SECTION 22.0 SEVERABILITY**

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF BUCKLEY**

**PIERCE COUNTY**

\_\_\_\_\_  
CITY MAYOR Date

\_\_\_\_\_  
PIERCE COUNTY EXECUTIVE Date

\_\_\_\_\_  
CITY ADMINISTRATOR Date

\_\_\_\_\_  
DEPARTMENT DIRECTOR Date

\_\_\_\_\_  
PUBLIC WORKS DIRECTOR Date

\_\_\_\_\_  
DEP. PROSECUTING ATTY Date  
(approve as to form)

\_\_\_\_\_  
CITY ATTORNEY Date  
(approve as to form)

\_\_\_\_\_  
FINANCE Date

# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Early Separation Agreement between the City and Kathy James.</b>  Cost Impact: \$ Fund Source: Timeline:	<b>Agenda Date: March 12, 2019 AB19-029</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		
<b>Attachments:</b> Agreement			
SUMMARY STATEMENT: The draft being presented for Council consideration is an employee separation agreement between the City and Kathy James for early retirement, severance pay and other benefits.			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 2-26-19			
<b>RECOMMENDED ACTION: MOVE to Approve the Early Separation Agreement Between the City and Kathy James for Early Retirement, Severance Pay and Other Benefits.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

## **EARLY RETIREMENT AGREEMENT, RELEASE AND HOLD HARMLESS**

In consideration of receiving early retirement, severance pay and other benefits as set forth below, Kathy James ("Employee") hereby agrees to release all claims that she may have against the City of Buckley ("Employer"), and its present and former elected officials, employees, attorneys, volunteers, agents and representatives and its and their successors and assigns (collectively "City"), as is set forth in detail below:

1. **Last Date of Employment.** Employee will resign her employment with Employer as of August 31, 2019. Employee's letter of resignation is attached hereto as Exhibit A. Employee agrees not to ever seek employment with the City in the future, and not to make any defamatory or disparaging remarks or comments, whether verbal or in writing, regarding the City.

2. **Compensation.** Employee shall be entitled to receive with her final payroll check a cash out of any accrued leaves she is otherwise entitled under existing City policies or labor agreement applicable to her position.

3. **HEALTH CARE COVERAGE/COBRA.** Employer shall pay, commencing with the month of September, 2019, the cost of Employee's continued healthcare coverage for the retiring employee "only", under COBRA for a period of twelve (12) months. Employee agrees that the provisions of this paragraph fully satisfy the any or all of Employer's obligations to the Employee under the City's Early Retirement Incentive Program (ERIP). The Employee is responsible to complete and execute all necessary COBRA and ERIP documents for eligibility for the benefits under this provision.

4. **Effective Date.** Employee shall have twenty-one (21) days to decide whether to sign this Agreement. The 21-day period begins to run on the date the Agreement is delivered to the Employee. The Employee may elect to sign it at any time during this 21-day period. Employee shall have seven (7) days after signing this Agreement to revoke this Agreement by giving Employer written notice of the revocation, which shall be physically delivered to David Schmidt at City Hall in Buckley, WA so that it arrives no later than the end of the business day on the seventh (7th) day after Employee's execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired, which will be the eighth (8th) day following the date that Employee signs the Agreement (the "Effective Date"). If Employee elects to revoke this Agreement prior to the Effective Date, it shall be null and void.

### 5. **Release Indemnification and Hold Harmless.**

5.1 General Release and Waiver. In consideration of the Severance Amount, Employee

hereby fully and forever releases, waives and discharges any and all claims, demands, rights, causes of action, and compensation of every kind and nature, whether at this time known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, that Employee may have, jointly or separately, against the City and/or the City's officials, employees, agents, representatives, successors, and assigns, whether based on common law, equity, contract, personnel manual, statute, rule, regulation, ordinance, or any other grounds or legal theory whatsoever including without limitation any violation or breach of contract, wrongful withholding of wages and/or other wage-related claims under state or federal law, attorney's fees, expert fees, promissory estoppel, negligence, defamation, retaliation, violation of any public policy, claims for personal injuries, emotional or mental distress of any kind or nature, discrimination, harassment, outrage, wrongful discharge, retaliation or discrimination claims, whether under the federal Civil Rights Act, the federal Equal Pay Act, the Washington state, local, and federal laws against discrimination, including, without limitation, Title 49 RCW and the Americans with Disabilities Act, laws relating to fair employment practices and equal pay, and any claims under any other federal, state, local or other laws or regulations that may be applicable, whether at this time known or unknown, anticipated or unanticipated, direct or indirect, fixed or contingent, that Employee may have against the City and/or the City's officials, employees, independent contractors, volunteers, agents, representatives, successors, and assigns, as of the Effective Date of this Agreement (collectively hereinafter "Employee's Claims"). Employee's Claims expressly include any claims arising out of or related in any manner to Employee's employment and/or termination of employment with the City.

5.2 Age Discrimination Claims Expressly Released. Employee further understands, acknowledges and agrees that Employee's Claims that are hereby released, waived and discharged under this Agreement expressly include, without limitation, any claims that Employee may have for age discrimination under Section 7 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Ch. 14, as amended by the Older Workers Benefit Protection Act and any subsequent amendments. This waiver, release and discharge of Employee's Claims does not apply to any rights or claims that may arise after the date the waiver is executed.

Employee agrees that she has been advised to consult with an attorney and a tax advisor prior to executing this Agreement, and that, in fact, she has consulted or had full opportunity to consult with an attorney and a tax advisor of her choice as to the subject matter and effect of this Agreement. Employee agrees she has been provided the opportunity to consider for twenty-one (21) days whether to enter into the Agreement, and has taken as much of this time as desired prior to signing the Agreement, and that she has knowingly and voluntarily chosen to enter the Agreement on this date. Employee understands that she may revoke the Agreement at any time during the period of seven (7) days following the execution of the Agreement, and that the Agreement shall become effective following expiration of this seven (7) day period. Employee acknowledges that she has carefully read and fully understands all aspects of the Agreement, that she has not relied upon any representations or statements not set forth herein or made by the City of Buckley or its agents or representatives and that she enters into the Agreement freely and without duress of any kind or nature. Employee understands that the Agreement waives important legal rights, including those under the Age Discrimination in Employment Act, although nothing in this

Agreement prevents or precludes Employee from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. Any revocation, as set forth above, shall be in writing and delivered to the City Clerk, by close of business on the seventh (7<sup>th</sup>) day from the date that Employee signs this Agreement, at the following address:

David Schmidt, City Administrator  
City of Buckley  
Buckley City Hall  
933 Main St.  
P.O. Box 1960  
Buckley, WA 98321

5.3. Related Third-Party Claims. Employee further agrees to indemnify and defend the City and its elected officials, employees, independent contractors, volunteers, agents, representatives, successors, and assigns and hold all of them harmless from any claims made by the Employee or on behalf of the Employee by her spouse or other person that were waived or released by the Employee in subsections 5.1 and 5.2 above.

5.4 Existing Claims against the City. Employee represents that no claims, grievances, appeals, complaints, or other efforts to seek redress against the City and/or its elected officials, employees, independent contractors, volunteers, agents, representatives, successors, and assigns have been filed or submitted by Employee or on her behalf to any agency, organization or entity. Employee's pending claims (No. AW95781 and No. BB39511) with Washington State Labor and Industries is exempted from this provision.

6. **Claims against the City.** Any claims, grievances, appeals, complaints, or other efforts to seek redress against the City that Employee has pending with Employer are hereby withdrawn or dismissed. Employee represents that no claims, grievances, appeals, complaints, or other efforts to seek redress against the City have been filed or submitted by Employee or on Employee's behalf to any agency, organization or entity other than Employer. Employee's pending claims (No. AW95781 and No. BB39511) with Washington State Labor and Industries is exempted from this provision.

7. **No Admission of Liability.** This Agreement does not constitute an admission of liability or wrongdoing of any kind or nature by any of the parties hereto.

8. **Attorney Fees and Costs.** In any legal proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs of litigation including reasonable attorney's fees.

9. **Merger and Amendment.** This Agreement constitutes the entire written agreement between the parties. Any and all prior oral or written understandings shall be deemed merged into this Agreement and shall not survive its execution. To the extent that there is a conflict between this Agreement and other agreements or any policies of Employer, this Agreement controls. This Agreement shall only be amended with the express written consent of the parties hereto.

10. **Jurisdiction and Venue; Choice of Law.** This Agreement is governed by the Laws of the State of Washington, excluding its conflicts laws. Jurisdiction and venue for any disputes arising under this Agreement shall be in Superior Court for Pierce County, Washington.

11. **Receipt of Proposed Agreement.** Employee acknowledges that on \_\_\_\_\_, 2019, Employer delivered to him a copy of this Agreement, along with a document entitled "Delivery of Proposed Separation Agreement, Release and Hold Harmless and Advice to consult with an Attorney."

I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF THIS AGREEMENT, AND I HAVE CONSULTED WITH OR HAD FULL OPPORTUNITY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING IT. I HEREBY ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS EARLY RETIREMENT AGREEMENT, RELEASE AND HOLD HARMLESS

Executed this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

Executed this \_\_\_\_ day  
of \_\_\_\_\_, 2019.

Employee

City of Buckley

\_\_\_\_\_  
Kathy James

By: \_\_\_\_\_  
David Schmidt, City Administrator

Attest:

\_\_\_\_\_  
City Clerk

**Exhibit A**

David Schmidt  
City Administrator  
Buckley City Hall  
933 Main St.  
P.O. Box 1690  
Buckley, WA 98321

Notice of Retirement

Dear Mr. Schmidt:

Subject to the terms and provisions of the Early Retirement Agreement, Release and Hold Harmless dated \_\_\_\_\_, 2019, I am tendering my resignation as an employee of the City of Buckley, effective August 31, 2019.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Kathy James

cc:

# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Engineering Design &amp; Preparation of Bid/Construction Documents – Cedar Street Improvements</b>	<b>Agenda Date: March 12, 2019 AB19-030</b>		
	Department/Committee/Individual	Created	Reviewed
	Mayor Pat Johnson		X
	City Administrator – Dave Schmidt		X
	City Attorney – Phil Olbrechts		X
	City Engineer – Dominic Miller		X
	City Clerk – Treva Percival	X	X
	Finance Dept – Sheila Bazzar		
	Building Official – Mike Deadmond		
	Fire Dept – Chief Predmore		
	Parks & Rec Dept – Kevin Caviezel		
	Planning Dept – Kathy James		
	Police Dept – Chief Arsanto		
	Municipal Court – Jessica Cash		
	PW/Utilities – Chris Banks		X
<b>Attachments:</b> Consultant Agreement			
<p>SUMMARY STATEMENT: The City desires to employ the services of Gray &amp; Osborne in the development of improvements to the Cedar Street corridor. Gray &amp; Osborne shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates resulting in construction documents for the bid, award, and construction of approximately 1,200 linear feet of roadway on Cedar Street from the north side of Jefferson Avenue to the south side of Main Street.</p> <p>This project received a grant from TIB and funds from that grant will be used for this Agreement.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: A/F/PS 3-12-19			
<b>RECOMMENDED ACTION: MOVE to Approve the Consultant Agreement with Gray &amp; Osborne for Engineering Design and Preparation of Bid/Construction Documents for the Cedar Street Improvements.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



Transportation Improvement Board (TIB)  
**Consultant Agreement**

TIB PROJECT NUMBER 6-P-808(014)-1		PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction	
PROJECT TITLE & WORK DESCRIPTION Cedar Street Improvements Engineering Design and Preparation of Bid/Construction Documents			
CONSULTANT NAME & ADDRESS Gray & Osborne, Inc. 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144			
<b>AGREEMENT TYPE (check one)</b>			
<input type="checkbox"/> LUMP SUM \$ _____		<input type="checkbox"/> OVERHEAD PROGRESS PAYMENT RATE 180%	
<input checked="" type="checkbox"/> COST PLUS FIXED FEE		OVERHEAD COST METHOD	
		<input type="checkbox"/> Actual Cost	
		<input type="checkbox"/> Actual Cost Not To Exceed _____%	
		<input checked="" type="checkbox"/> Fixed Rate 42%	
FIXED FEE \$3,563.00		<input type="checkbox"/> Negotiated Hourly Rate	
<input type="checkbox"/> SPECIFIC RATES OF PAY		<input type="checkbox"/> Provisional Hourly Rate	
<input type="checkbox"/> COST PER UNIT WORK			
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____%		WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____%	
COMPLETION DATE December 31, 2020		MAXIMUM AMOUNT PAYABLE \$41,000.00	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of January 2019, between the City of Buckley, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

**I  
GENERAL DESCRIPTION OF WORK**

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

**II  
SCOPE OF WORK**

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III  
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV  
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V  
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI  
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII  
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII  
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in



Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.

Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX  
TERMINATION OF AGREEMENT**

- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
  - 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
  - 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination other corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCY's concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT



for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X  
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI  
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII  
VENUE, APPLICABLE LAW AND  
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII  
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

**Insurance Coverage**

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV  
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.



- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV  
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI  
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII  
CERTIFICATION OF THE  
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII  
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX  
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Michael B. Johnson By \_\_\_\_\_  
Michael B. Johnson, P.E., President

Consultant Gray & Osborne, Inc. City of Buckley

## EXHIBIT A-1 Certification of Consultant

Project No. 6-P-808(014)-1	City of Buckley
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I hereby certify that I am Michael B. Johnson, P.E. a duly authorized representative of the firm of Gray & Osborne, Inc. whose address is 1130 Rainier Avenue South, Suite 300, Seattle, Washington 98144 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

1/9/19  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Signature

## Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Buckley, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature

## EXHIBIT B-1 Scope of Work

Project No.

6-P-808(014)-1

Describe the Scope of Work

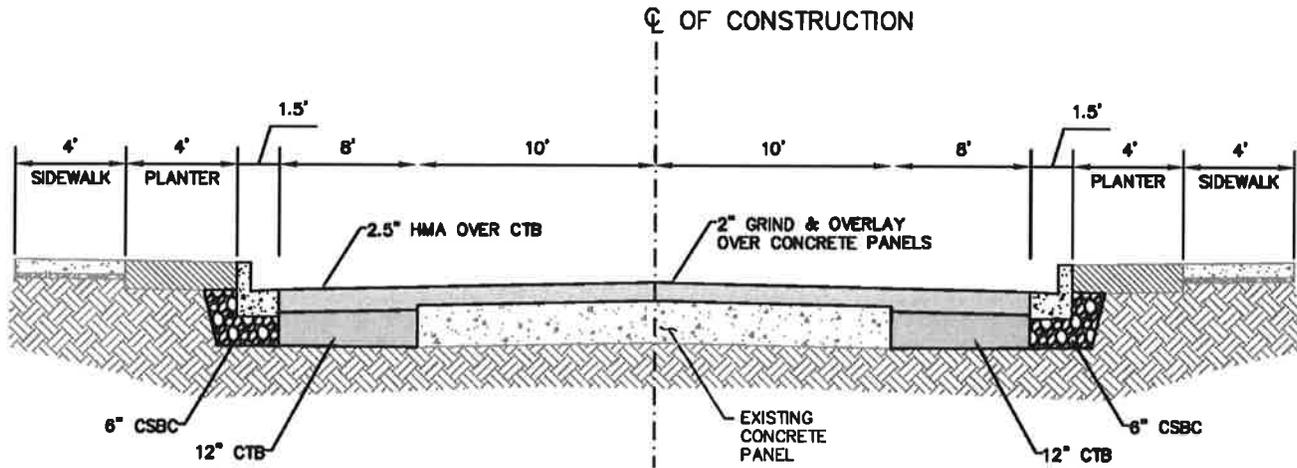
### INTRODUCTION

The City of Buckley (AGENCY) desires to employ the services of Gray & Osborne, Inc. (CONSULTANT), a qualified engineering consultant, to assist the AGENCY in the development of improvements to the Cedar Street corridor. As such, the CONSULTANT (and its subconsultants) shall provide engineering and related services necessary to prepare preliminary and final plans, specifications, and cost estimates (PS&E) resulting in construction documents for the bid, award, and construction of the following:

Reconstruct approximately 1,200 linear feet of roadway on Cedar Street from the north side of Jefferson Avenue to the south side of Main Street. The project limits are shown below:



The improvements include two travel lanes, and two parking lanes, replacement of curb/gutter. The existing sidewalks will be protected except where curb ramp retrofits are needed. The existing cement concrete panels in the pavement section will remain in place. The project includes channelization and signing. A proposed cross section is shown below:



The engineering and related services contemplated for this phase of the project (design/bid/award) will include topographic survey and mapping, a geotechnical investigation, identifying and mapping existing rights-of-ways, developing conceptual, preliminary and final PS&E documents, coordination with funding and regulatory agencies, as well as utilities, and school district, and assisting the AGENCY, as may be desired, with the bid and award phase.

It is assumed that no cultural investigation is required.

It is assumed no illumination design or utility undergrounding is included in the project.

It is assumed that this project is exempt from SEPA and no environmental permits are required.

Additionally, the AGENCY may retain CONSULTANT to provide construction management services at the AGENCY'S option, via an amendment to this Agreement.

Our scope of work is more particularly described below.

### Task 1 – Project Management

**Objective:** Provide overall project management of CONSULTANT resources, provide subconsultant management, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

#### CONSULTANT Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.
3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Subconsultant coordination and their contract administration.
5. Preparation of monthly progress reports (to be submitted with monthly invoices).
6. Manage and oversee the schedule of deliverables.

Assumptions

1. CONSULTANT will provide standard CONSULTANT-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.
2. CONSULTANT will transmit a monthly progress letter with each monthly invoice.

AGENCY Responsibilities

1. Review and process monthly invoices in a timely fashion.

Deliverables

1. Monthly reports identifying major work items completed during invoice period and identification of any impacts to the schedule of deliverables, scope, and/or budget.
2. Monthly invoices.
3. Original and/or courtesy copies of electronic mail, letters, photographs, subconsultant contracts, etc., applicable to the development of the project.

**Task 2 – Survey and Mapping**

**Objective:** Establish vertical and horizontal control on AGENCY approved datum, and acquire topographical features suitable to support the design and mapping of project corridor. Identify existing right-of-way lines on Cedar Street, within the project limits, and all intersecting public rights-of-way. Establish approximate property lines based on existing assessor maps. Identify property addresses of adjoining properties, as well as, the owner's name based on county assessor information.

CONSULTANT Responsibilities

1. Research and acquire public records of survey, plat maps, assessor maps, and related survey data as may be available from public agencies (Pierce County and AGENCY) this work includes researching and identifying property owners (of record at county assessor's office) and addresses of property.
2. Establish vertical and horizontal control for survey and mapping at a scale of 1"=20' horizontal and 1"-5' vertical. Datum will be per AGENCY standards/requirements. Coordinate survey work with AGENCY Public Works Department. Provide (set or establish) a minimum of two survey control points for vertical and horizontal control within project area.
3. Order utility locates for existing utilities to be field marked prior to field survey.
4. Perform topographical survey of project corridor to include profiling (to 50 feet) of adjacent driveways. Acquire topographical data (including paint marks furnished by locates within right-of-way and approximately 10 feet beyond right-of-way (assuming it is not fenced in and/or property owners refuse access) for mapping and design purposes. Acquire topographical data at all street intersection "legs." Topographical data shall include surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, fences, mailboxes, walls, major trees and significant landscaping, walkways, major grade breaks, and any other pertinent physical features, found in the project area deemed necessary to adequately map the project area for the purpose of designing a project of this nature.
5. Map survey data and show pertinent topographical features and existing right-of-way of Cedar Street (within project limits). The map shall be suitable for use in preparing the project plans.



Assumptions

1. AGENCY may elect to notify abutting property owners within the project corridor and alert them of our survey work. The AGENCY will be provided an opportunity to notify property owners and the CONSULTANT shall give the AGENCY a 10-day minimum notice prior to commencing survey on site.
2. Access onto private properties will not be prevented in order to acquire the data described above. Where access is denied, this data shall not be acquired or mapped. CONSULTANT assumes survey can be performed on a continuous basis and not piecemealed due to multiple site visits caused by property owners preventing access.
3. The development and/or recording of a "Record of Survey" is not required or included in this scope of work.
4. AGENCY-approved horizontal and vertical control/datum is available and accessible within 1/4 mile of the project site.
5. It is the intent of the survey and mapping efforts to record and map all pertinent physical features and topography in order to facilitate the design of the project as currently contemplated. Existing utilities abandoned, or "private" utilities that are buried on the site, or unknowingly connect to existing "public systems" will not be shown unless they are discovered during the course of design (record drawings, potholing, unearthed).
6. No right-of-way acquisition, to include title reports, right-of-entry agreements, temporary construction easements, appraisals, appraisal reviews, market research, legal descriptions, deeds, negotiations or conveyance documents are included in this scope of work.

AGENCY Responsibilities

1. The AGENCY will support survey efforts regarding notification to and inquiries from private property owners.
2. The AGENCY'S Public Works Department will provide to the CONSULTANT any pertinent survey control information they may have in their possession.
3. The AGENCY will specify survey datum to be used for the project.

Deliverables

1. Copy of electronic field data collected for the project as well as copies of any survey notes, calculations, plat maps, assessor maps, etc., pertinent to the project.
2. Hard copy and electronic file of survey mapping products.

**Task 3 – Geotechnical**

**Objective:** Provide the services of a qualified geotechnical engineer to provide geotechnical services to include research, visit site, conduct subsurface explorations, analyze soil conditions, and provide design recommendations to assist in the development of the project design, as more particularly described below.

Subconsultant (PanGEO, Inc.) Responsibilities

1. **Site Reconnaissance** – Conduct a reconnaissance along the project alignment to observe surface conditions that could impact the proposed improvements. During the reconnaissance, we will mark test boring locations (see Item 2, below) for utility locates.
2. **Subsurface Explorations** – Drilling three pairs of shallow test borings (total of six test borings) through the existing pavement to determine the existing pavement thickness and its subgrade condition. Each pair of test borings include one within the concrete pavement area, and the second one in the HMA pavement area in close proximity. Standard Penetration Tests will be performed at 2½- and 5-foot intervals in each test boring to obtain

soil samples, and to estimate the density of the existing site soils along the alignment.

Prior to drilling, we will prepare a site plan showing the approximate locations of the proposed test borings. These locations will be marked in the field during our site reconnaissance, and we will notify the one-call center for utility locates.

The test borings will be backfilled and patched the same day. Excessive soil cuttings from the test borings will be removed from the site, assuming that the site soils are not contaminated. We will provide traffic control during explorations if needed.

3. **Laboratory Tests** – Laboratory tests may be conducted on representative soil samples. The tests may include moisture content and grain size distribution. The test results will aid in soil classification, and will be used to determine the engineering properties of the soil.
4. **Engineering and Report** – We will perform appropriate engineering analysis based on the results of our field exploration and laboratory test program. A draft report will be prepared and submitted to the project team, and the report will be finalized after we receive review comments from the project team. The report will summarize the results of our geotechnical study, and in general will include the following:
  - A site map showing the locations of our test borings;
  - Summary description of the existing pavement thickness, subsurface conditions, and summary boring logs;
  - Pavement design recommendations to reconstruct the existing HMA pavements. Options considered will include FDR, CTB, and conventional HMA on crushed rock base. We assume that traffic data will be provided to PanGEO for pavement design and analysis;
  - Earthwork recommendations including the suitability of the site soils as structural fill, subgrade preparation, temporary excavation, control of groundwater (if needed), and general earthwork discussions.
5. **Post Report Consultation** – Provide additional consultation on an as-needed basis.

Assumptions

1. AGENCY will provide any pertinent existing geotechnical information not previously prepared by PanGEO. PanGEO shall be able to rely on this information for their preliminary review and analysis.
2. CONSULTANT and AGENCY will review geotechnical engineer's letter report and consider/evaluate comments provided by geotechnical engineer in QA/QC reviews/team meetings. PanGEO, Inc. shall attend and participate at 90 percent QA/QC meeting.

AGENCY Responsibilities

1. AGENCY will provide pertinent existing geotechnical information as may be known to exist.
2. AGENCY will provide timely review and comment on the geotechnical engineer's geotechnical report as may be applicable.
3. AGENCY may, at their option, attend and participate in 90 percent QA/QC meeting at which the geotechnical engineer participates.

Deliverables

1. Geotechnical Report (draft and final).

#### **Task 4 – Project Coordination**

**Objective:** Assist the AGENCY with coordinating the project with the Transportation Improvement Board, and other regulatory (environmental) and/or funding agencies, utilities and/or other significant stakeholders, as may be identified by the City.

##### CONSULTANT Responsibilities

1. Assist the AGENCY with processing paperwork and adhering to requirements regarding the use and expenditure of any grant funds.
2. Assist AGENCY in the preparation of TIB updated cost estimates for bid authorization and bid award.
3. Coordinate design efforts with utility owners of record regarding the design and future construction of the project.
4. Assist AGENCY in the coordination of this project during the design phase with any other significant "stakeholders" the AGENCY deems necessary.

#### **Task 5 – Utility Data Acquisition/Storm Analysis**

**Objective:** Acquire record drawings and map information from utility companies known to provide service in the project corridor. Conduct a stormwater analysis (stormwater site plan) of the tributary area, and size storm facilities (detention/treatment).

##### CONSULTANT Responsibilities

1. Provide written requests for all utility companies known to provide utility service in the project area.
2. Review data provided by utility companies and incorporate into design products and future phases of the project as may be applicable.
3. Conduct an hydraulic analysis (stormwater site plan) based on review of survey data acquired for this project, and contour maps and surface water comprehensive maps and plans provided by AGENCY. This analysis shall be used to develop hydraulic data to identify treatment and/or detention requirements of surface flows tributary to the Cedar Street corridor (within project area).

##### Assumptions

1. Utility companies will provide requested information in a timely manner.
2. The new storm collection system will connect to the existing storm system. It is assumed that adequate storm capacity is available downstream. No hydraulic analysis is included in the scope of work.

##### AGENCY Responsibilities

1. AGENCY to provide maps and pertinent information on existing infrastructure and contour mapping as may be available. AGENCY to provide contour and topographical data from previous aerial mapping as well as any pertinent storm modeling of storm subbasins as may be available.

##### Deliverables

1. Upon AGENCY request, CONSULTANT will provide copy of any utility infrastructure record drawings or as-built drawings received from utility companies.



**Task 6 – Preliminary Design**

**Objective:** Use information generated in Tasks 1 through 5 to develop a preliminary designs for the proposed improvements for the AGENCY'S evaluation, review, and comment.

CONSULTANT Responsibilities

1. Develop a strip map of the project corridor plan view to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features to include pavement, concrete curb and gutter, curb ramps, and storm improvements.
2. Develop a detailed cost estimate of the concept design for AGENCY review and comment.
3. Prepare preliminary (60%) plans, specifications and cost estimates for AGENCY and TIB review.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.
3. Specifications will be in WSDOT format referencing the 2018 Standard Specifications.

AGENCY Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with concept design shown.
2. Two copies of the preliminary (60%) plans, specifications and cost estimates.

**Task 7 – Semifinal Design**

**Objective:** Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60% complete).

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. The AGENCY shall be responsible for reviewing and approving the documents. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for AGENCY review.
2. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable AGENCY design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the AGENCY will provide direction or request the CONSULTANT's recommendation.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., road and stormwater plan and profile sheets, curb ramp plan, cross-section sheets, typical "street" section sheets, paving (overlay) sheets, channelization and signing plan sheets, TESC sheets, and miscellaneous detail sheets.

### **Task 8 – Final Design**

**Objective:** Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Send final plans and specifications to TIB for their approval to advertise.
2. Prepare and submit final project plans (two copies) to AGENCY to include incorporation of all previous applicable and relevant AGENCY comments. Revise contract documents to incorporate final AGENCY and TIB comments (as applicable).
3. Prepare and submit final project specifications (two copies) to include contract, proposal, bonds, and insurance requirements, per AGENCY review and direction. Incorporate revisions or all previous applicable and relevant AGENCY comments. Prepare final and detailed engineer's construction cost estimate.

### **Task 9 – Quality Assurance/Quality Control**

**Objective:** Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct two QA/QC reviews at 60 percent (preliminary design) and 90 percent (semi-final design) by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. AGENCY will be invited to participate.

### **Task 10 – Bid and Award Services**

**Objective:** Assist AGENCY in bidding and award services.

1. Prepare bid advertisement(s) for publication for AGENCY review and use.
2. Upon AGENCY authorization and direction, prepare and transmit both electronic and hard copies of bid documents to AGENCY. Prepare and transmit electronic files to the utility companies and plan centers, and TIB. Post bid documents to the Gray & Osborne, Inc. website where they may be downloaded free of charge by bidders.
3. Prepare and post addenda as needed.

### Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the AGENCY.
2. Hard copy of plans (four copies, two full size and two half size) and specifications (two copies) and cost estimates to include any addenda (as may be applicable) to AGENCY.

### **CONSTRUCTION MANAGEMENT SERVICES**

The CONSULTANT shall provide construction management services as may be further desired by the AGENCY and at the AGENCY'S option. If the AGENCY elects to exercise this option, the CONSULTANT shall prepare a scope and fee for this additional work for the AGENCY'S review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. The CONSULTANT will also be entitled to subcontract work, for example, material testing services, to a qualified firm as further approved by the AGENCY.



Documents to be Furnished by the Consultant

- One copy each of Bid/Construction Documents, and Cost Estimates for Each Submittal Phase.
- One copy of Engineer's Construction Cost Estimate.
- One electronic copy (PDF) and two hard copies of final bid/construction documents, including bid addenda as applicable.

## EXHIBIT C-2 Payment (Cost Plus Fixed Fee)

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for all work performed or services rendered and for all labor, materials, equipment, and incidentals necessary to complete the work specified in Section II, "Scope of Work."

### A. Actual Costs

Payment for all consulting services for this project shall be on the basis of the CONSULTANT's actual cost plus a fixed fee. The actual cost shall include direct salary cost, overhead, and direct nonsalary cost.

#### 1. Direct Salary Costs

The direct salary cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT.

#### 2. Overhead Costs

Overhead costs are those costs other than direct costs which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the rate shown in the heading of this AGREEMENT, under "Overhead Progress Payment Rate." Total overhead payment shall be based on the method shown in the heading of the AGREEMENT. The three options are explained as follows:

- a. **Actual Cost:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT the actual overhead costs verified by audit, up to maximum amount payable, authorized under this AGREEMENT, when accumulated with all other actual costs.
- b. **Actual Cost Not To Exceed Maximum Percent:** If this method is indicated in the heading of this AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT at the actual overhead rate verified by audit up to the maximum percentage shown in the space provided. Final overhead payment when accumulated with all other actual costs shall not exceed the total maximum amount payable shown in the heading of this AGREEMENT.
- c. **Fixed Rate:** If this method is indicated in the heading of the AGREEMENT, the AGENCY agrees to reimburse the CONSULTANT for overhead at the percentage rate shown. This rate shall not change during the life of the AGREEMENT.

A summary of the CONSULTANT's cost estimate and the overhead computation are attached hereto as Exhibits D and E and by this reference made part of this AGREEMENT. When an actual cost overhead rate or actual cost not to exceed overhead rate is used, the actual overhead rate determined at the end of each fiscal year shall be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's overhead cost to reflect the actual rate.

The CONSULTANT shall advise the AGENCY as soon as possible of the actual overhead rate for each fiscal year and of the actual rate incurred to the date of completion of the work. The AGENCY and/or TIB may perform an audit of the CONSULTANT's books and records at any time during regular business hours to determine the actual overhead rate, if they so desire.

#### 3. Direct Nonsalary Cost

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT applicable to this contract. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the Project, shall be an itemized listing of the charges supported by original bills or legible copies of invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be provided to the AGENCY upon request. All of the above charges must be necessary for services to be provided under this AGREEMENT.

#### 4. Fixed Fee

The fixed fee, which represents the CONSULTANT's profit, is shown in the heading of this AGREEMENT under Fixed Fee. This fee is based on the scope of work defined in this AGREEMENT and the estimated man-months required to perform the stated scope of work. In the event a supplemental agreement is entered into for additional work by the CONSULTANT, the supplemental agreement may include provision for the added costs and appropriate additional fee. The fixed fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the monthly progress reports accompanying the invoices.

Any portion of the fixed fee earned by not previously paid in the progress payments will be cover in the final payment, subject to the provisions of Section IX, Termination of Agreement.

**5. Maximum Total Amount Payable**

The maximum total amount payable, by the AGENCY to the CONSULTANT under this AGREEMENT, shall not exceed the amount shown in the heading of this AGREEMENT as maximum amount payable, which includes the Fixed Fee, unless a supplemental agreement has been negotiated and executed by the AGENCY prior to incurring any costs in excess of the maximum amount payable.

**B. Monthly Progress Payments**

The CONSULTANT may submit invoices to the AGENCY for reimbursement of actual costs plus the calculated overhead and fee not more often than once per month during the progress of the work. Such invoices shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, General Requirements, of the AGREEMENT. The invoices will be supported by itemized listing and support document for each item including direct salary, direct nonsalary, and allowable overhead costs to which will be added the prorated Fixed Fee.

**C. Final Payment**

Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of all claims of any nature which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

**D. Inspection of Cost Records**

The CONSULTANT and his subconsultants shall keep available for inspection by representatives of the AGENCY and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the three-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

**EXHIBIT D-1**  
**Consultant Fee Determination Summary Sheet**  
 (Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Tani Stafford, P.E.				Date January 8, 2019	
Project Cedar Street Improvements					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal-In-Charge	8	x	\$40 to \$59	=	\$384
Project Manager	30	x	\$37 to \$59	=	\$1,410
Civil Engineer	109	x	\$32 to \$40	=	\$3,924
AutoCAD/GIS Tech./Engineering Intern	31	x	\$15 to \$39	=	\$640
Survey Crew (2 Person)	24	x	\$50 to \$66	=	\$1,320
Professional Land Surveyor	16	x	\$35 to \$45	=	\$806
<b>TOTAL DSC</b>					<b>\$8,484</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or 180% x \$8,484					<b>\$15,271</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or 42% x \$8,484					<b>\$3,563</b>
<b>REIMBURSABLES</b>					
Misc. Expenses, including mileage, per diem (room and board), Reproduction, etc.					<b>\$575</b>
<b>SUBCONSULTANT COST (See Exhibit G) (including 10% Administrative Overhead)</b>					<b>\$13,107</b>
<b>GRAND TOTAL</b>					<b>\$41,000</b>

**EXHIBIT D-2**  
**Consultant Fee Determination Summary Sheet**  
 (Specific Rates of Pay)  
**FEE SCHEDULE**

Discipline or Job Title	Hourly Rate	Overhead 180%	Profit 42%	Rate Per Hour
AutoCAD/GIS Tech./Engineering Intern	\$15-\$39	\$27.00-\$70.20	\$6.30-\$16.38	\$48.30-\$125.58
Electrical Engineer	\$35-\$59	\$63.00-\$106.20	\$14.70-\$24.78	\$112.70-\$189.98
Structural Engineer	\$33-\$52	\$59.40-\$93.60	\$13.86-\$21.84	\$106.26-\$167.44
Environmental Tech./Specialist	\$25-\$36	\$45.00-\$64.80	\$10.50-\$15.12	\$80.50-\$115.92
Engineer-In-Training	\$25-\$39	\$45.00-\$70.20	\$10.50-\$16.38	\$80.50-\$125.58
Civil Engineer	\$32-\$40	\$57.60-\$72.00	\$13.44-\$16.80	\$103.04-\$128.80
Project Engineer	\$35-\$45	\$63.00-\$81.00	\$14.70-\$18.90	\$112.70-\$144.90
Project Manager	\$37-\$59	\$66.60-\$106.20	\$15.54-\$24.78	\$119.14-\$189.98
Principal-in-Charge	\$40-\$59	\$72.00-\$106.20	\$16.80-\$24.78	\$128.80-\$189.98
Resident Engineer	\$38-\$52	\$68.40-\$93.60	\$15.96-\$21.84	\$122.36-\$167.44
Field Inspector	\$25-\$44	\$45.00-\$79.20	\$10.50-\$18.48	\$80.50-\$141.68
Field Survey Crew (2 Person)	\$50-\$66	\$90.00-\$118.80	\$21.00-\$27.72	\$161.00-\$212.52
Field Survey Crew (3 Person)	\$80-\$91	\$144.00-\$163.80	\$33.60-\$38.22	\$257.60-\$293.02
Professional Land Surveyor	\$35-\$45	\$63.00-\$81.00	\$14.70-\$18.90	\$112.70-\$144.90
Secretary/Word Processor*	N/A	N/A	N/A	N/A

\* Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, postage, in-house printing up to \$150, word processing, computer use, computer-aided drafting, and telephone and fax costs.

**EXHIBIT E-1**  
**Breakdown of Overhead Cost**

**GRAY & OSBORNE**

**COMPUTATION OF OVERHEAD MULTIPLIER**

Federal, State, and Local Taxes .....	23.96%
Insurance and Medical .....	27.07%
Professional Development and Education .....	1.29%
Vacations and Holidays .....	14.65%
Administration (Typing, CADD, GIS, Computer)** .....	41.70%
Rent, Utilities, and Depreciation .....	15.47%
Office Expenses, Support and Maintenance .....	9.32%
Travel .....	1.96%
Retirement.....	8.99%
Incentive Program .....	35.5%
Facilities Cost of Capital .....	0.09%
<b>TOTAL: .....</b>	<b>180.00%</b>

**PROFESSIONAL ENGINEERING SERVICES CONTRACT**  
**ENGINEER'S REPRESENTATIVE PAYROLL RATES**  
**THROUGH JUNE 15, 2019\***

<b><u>Employee Classification</u></b>	<b><u>Payroll Rates</u></b>		
AutoCAD/GIS Technician/Engineering Intern	\$15.00	to	\$39.00
Electrical Engineer	\$35.00	to	\$59.00
Structural Engineer	\$33.00	to	\$52.00
Environmental Technician/Specialist	\$25.00	to	\$36.00
Engineer-In-Training	\$25.00	to	\$39.00
Civil Engineer	\$32.00	to	\$40.00
Project Engineer	\$35.00	to	\$45.00
Project Manager	\$37.00	to	\$59.00
Principal-in-Charge	\$40.00	to	\$59.00
Resident Engineer	\$38.00	to	\$52.00
Field Inspector	\$25.00	to	\$44.00
Field Survey Crew (2 Person)**	\$50.00	to	\$66.00
Field Survey Crew (3 Person)**	\$80.00	to	\$91.00
Professional Land Surveyor	\$35.00	to	\$45.00
Secretary/Word Processor**	N/A**		

\*Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*\*Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

**EXHIBIT F-1**  
**Payment Upon Termination of Agreement**  
**by the Agency Other than for Fault of the Consultant**  
(Refer to Agreement, Section IX)

**Lump Sum Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Cost Plus Fixed Fee Contracts**

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

**Specific Rates of Pay Contracts**

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

**Cost Per Unit of Work Contracts**

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.



## EXHIBIT G-1 Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

PanGEO, Inc. (Geotechnical Investigation) with 10% Overhead	\$13,107
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## EXHIBIT G-2 Subconsultant Fee Determination Summary Sheet

**ESTIMATED LABOR:**

WORK TASK DESCRIPTION	PanGEO Labor Hours & Hourly Rates						COST
	Principal \$160.00	S. Tan \$165.00	Rehkopf \$100.00	Proj Geologist \$110.00	Staff Geologist \$100.00	Admin. \$55.00	
Site Visit		4		4			\$1,100
Coordinate Field Work & ROW Permit				4			\$440
Field Explorations				10			\$1,100
Review/Evaluate Lab Test Results				2			\$220
Engineering / Report Preparation		8		18			\$3,300
Meeting/Post Report Consultation		4					\$660
<b>TOTAL LABOR:</b>	0	16	0	38	0	0	\$6,820

LABORATORY TEST SUMMARY			
Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Analysis	4	\$110	\$440
Atterberg Limits	0	\$150	\$0
Moisture Content	4	\$25	\$100

TOTAL LABORATORY TESTING: \$540

**ESTIMATED DIRECT EXPENSES:**

Mileage	\$93
Reproduction & Field Consumables	\$10
<b>TOTAL DIRECT EXPENSES:</b>	<b>\$103</b>

**ESTIMATED SUBSURFACE EXPL COSTS:**

Flagging Services (2 @ 8 hrs @ \$48/hr)	\$768
Traffic Control Sign Rental	\$300
Drill Rig Mobilization	\$500
Concrete Coring (3 cores @ \$350/core)	\$1,050
Drill Borings, 30 feet @ \$36/ft	\$1,080
Drill Cuttings Removal	\$350

**TOTAL DRILLING COSTS: \$4,048**

**PanGEO COST SUMMARY:**

Estimated Labor Cost	\$6,820
Subsurface Exploration Costs	\$4,048
10% Markup on Subsurface Exploration	\$405
Lab Testing	\$540
Direct Expenses	\$103

**PanGEO TOTAL: \$11,915**

## D. CONSENT AGENDA

**City Council  
February 26, 2019**

Mayor Pro Tem Tremblay called the regularly scheduled meeting to order at 7:00 PM.

Upon roll call the following members were present: Tremblay, Bender, S. Burkett, Smith, B. Burkett, Leggett and Wilbanks. Also in attendance were City Administrator Schmidt, Police Chief Arsanto, Public Works Director Banks, Asst. Police Chief Northam and Associate Planner Wallgren.

**Council member S. Burkett moved to amend the agenda to add the Rental Agreement with The Rescue Church. Council member Bender seconded the motion. Motion carried.**

**Council member Tremblay moved to approve the amended agenda as presented. Council member B. Burkett seconded the motion. Motion carried.**

**CITIZEN PARTICIPATION**

**Jami Thawsh – 520B Ryan Road, Buckley, WA 98321**

Jami Thawsh presented the same petition as was presented at the February 12, 2019, meeting with added signatures and emails.

**Mike Franks – 520B Ryan Road, Buckley, WA 98321**

Mike Franks voiced his concern with all of the traffic on 410 and it is the only arterial for all of the cars to use. He added that he is not opposed to growth, but that it needs to wait for the infrastructure to come.

**Russell Reily – 269 Cedar St., Buckley, WA 98321**

Russell Reily stated that he is worried about the overburdening of Buckley's Police Dept. and that he would like to see it reinforced.

**Paula Loreman – 12018 N. Division St., Buckley, WA 98321**

Paula Loreman is concerned that she does not get medical or police services since she lives on the county side of Division St. With Buckley building new houses it concerns her even more how there will be enough police and medical services for everyone.

**Michael Skaggs – 118 Whitmore Ct., Buckley, WA 98321**

Michael Skaggs stated that he is opposed to building along 410 and that he wants the Veterans Memorial to stay visible.

**STAFF REPORTS**

None.

## **MAIN AGENDA**

### **Contract for Engineering and Construction Phase Work – Naches St. Overlay Project:**

Council member S. Burkett moved to Approve the Contract Between Pierce County and the City of Buckley Regarding Naches Street Improvements. Council member Leggett seconded the motion. Motion carried

### **Final Acceptance – 2018 Utilities Project:**

Council member B. Burkett moved to Approve Final Acceptance for the 2018 Utilities Project. Council member Leggett seconded the motion. Motion carried.

### **2018 Utilities Project – Additional CM Work:**

Council member Smith moved to Approve the 2018 Utilities Project Additional Construction Management Services Proposal with Gray & Osborne. Council member Leggett seconded the motion. Motion carried

### **Engineering Services Proposal for Design and CM of Short-Term Telemetry System Upgrades:**

Council member Smith moved to Approve the Engineering Services Proposal for Design and Construction Management of Short-Term Telemetry System Upgrades with Gray & Osborne. Council member Leggett seconded the motion. Motion carried.

### **White River Meadows Final Plat:**

Council member Smith moved to Approve the Final Plat of White River Meadows with Conditions. Council member B. Burkett seconded the motion. Motion carried.

### **Rental Agreement – The Rescue Church:**

Council member S. Burkett moved to Approve the Rental Agreement with the Rescue Church for the use of the Multi-Purpose Center. Council member Leggett seconded the motion. Motion carried.

## **CONSENT AGENDA**

Council Member B. Burkett moved to approve the Consent Agenda. Council member Leggett seconded the motion. Motion carried.

Approve Minutes of February 12, 2019 City Council Meeting

Claim check numbers 59578 through 59607, in the amount of \$65,094.22 for the period of February 12, 2019, through February 26, 2019, are hereby approved and ordered paid this 26<sup>th</sup> day of February 2019.

## **COMMITTEE REPORTS**

### **Mayor's Report:**

Mayor Pro Tem Tremblay stated that PCRC General Assembly was a well-attended event and he also wanted to remind the Council that the Zoo & Trek position is open. PCRC will announce the representative they have chosen at their March meeting.

### **Administration, Finance & Public Safety:**

Council member Tremblay stated they met this morning and discussed what the Council and the City can do to attract qualified applicants for the vacant Police position. They will have another discussion to brainstorm and develop a plan to bring in front of Council at the next Public Safety meeting on March 12<sup>th</sup>.

### **Transportation & Utilities:**

Council member B. Burkett stated that their next meeting will be March 19<sup>th</sup> at 7 PM at City Hall and it is open to the public.

### **Community Services:**

Council member S. Burkett stated that Director of Community Services K. Caviezel is working on the rock wall and it will hopefully be ready by summer. She also stated that Sandra Smith attended the meeting and discussed Merry on Main. Sandra would like to make it bigger this year. The next Community Services meeting will be March 21<sup>st</sup> at 1 PM at City Hall and that is it open to the public.

### **Council Member Comments & Good of the Order:**

Council member Smith mentioned that with the upcoming police recruitment retention issues, he will not approve the police officers guild contract unless the pay is average to neighboring cities of Bonney Lake or Enumclaw.

**Council member Smith moved to adjourn. Council member B. Burkett seconded the motion. Motion carried.**

**With nothing further the meeting was adjourned at 7:55 PM.**

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Mayor

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City Administrator

**CITY COUNCIL  
STUDY SESSION**

**March 5, 2019**

**ATTENDEES:** Councilmembers Bender, S. Burkett, B. Burkett, Leggett, Smith, City Administrator Schmidt and Mayor Johnson.

Mayor Johnson called the Study Session to order at 7:01 PM.

Mayor Johnson opened the meeting with a discussion to the council about the Pierce County Right of Way. Mayor Johnson also wanted to remind the council of legislative bills that are still alive, and for the council to look into those.

Mayor Johnson stated that she would like to see the council work on Policies and Procedures or a Code of Ethics for the Council to have for future meetings.

Lastly City Administrator Schmidt went over the job descriptions and the timelines for positions that will be opening up such as Finance Director and City Administrator.

With nothing further, the Study Session was adjourned at 8:24 PM.

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City Administrator Dave Schmidt

Mayor Pat Johnson

CITY OF BUCKLEY		Feb 28 2019	TRANSFER VOUCHER		
From Fund #	NAME	AMOUNT	To Fund #	NAME	
	Bars Number			Bars Number	
1	General Fund	\$ 290,978.07		Payroll Fund	
		\$ 177,018.67		Claims Fund	
	597.00.40	\$ 84.00	430	Utility Equip Res	397.00.60
	597.00.65	\$ 4,166.00	2	Contingency Reserve Fund	397.00.10 St Merge
3	GF Cumulative Reserve				
	597.00.30	\$ 6.02	1	G F Investment Interest	397.00.45 St Merge
4	Cemetery	\$ 162.61		Claims Fund	
	597.00.00	\$ 84.00	430	Utility Equipment Reserve	397.00.20
	597.00.50.30		1	GF Insurance Portion	397.60.80 St Merge
7	P D Maintenance Reserve			Payroll Fund	
				Claims Fund	
8	Railroad ROW	\$ 1,867.02		Payroll Fund	
				Claims Fund	
	597.00.50.30		1	GF Insurance Portion	397.60.81 St Merge
	597.00.00.46	\$ 84.00	430	Utility Equipment Reserve	397.00.70
30	Fire Equipment & EMS Reserve			Payroll Fund	
		\$ 12,087.70		Claims Fund	
35	Park Construction			Payroll Fund	
		\$ 162.61		Claims Fund	
	597.10.00.10	\$ 279.45	1	G F Investment Interest	397.00.40 St Merge
	597.10.10.10	\$ 417.00	307	Cap Imp Trailhead Parking	397.10.40
	597.10.20	\$ 167.00	430	Utility Equipment Reserve	397.00.75
101	Street Operations	\$ 5,369.70		Payroll Fund	
		\$ 8,132.55		Claims Fund	
	597.00.00	\$ 42.00	430	Utility Equipment Reserve	397.00.10
	597.50.00.30		1	GF Insurance Portion	397.60.82
	597.20.00		1	GF Administration	397.60.20
	597.30.00	\$ 3,125.00	102	Street Capital Improvement	397.00.10.50
	597.50.00.70	\$ 42.00	1	GF Dispatch	397.60.22
102	Street Capital Improvement			Payroll Fund	
				Claims Fund	
	597.10.00.30	\$ 416.11	1	GF Investment Interest	397.00.40
	597.10.00.31	\$ 3,518.00	1	GF Project Administration	397.60.95

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
102	Street Capital Improvement			
	597.10.00.32	\$ 1,250.00	307	Cap Imp Trailhead Parking
	597.10.00.33	\$ 834.00	430	Utility Equipment Reserve
103	Tranportation Benefit District	\$ 19.20		Claims Fund
	597.00.00	\$ 3,125.00	101	City Street
	597.30.48	\$ 3,883.00	101	City Street
105	EMS	\$ 8,498.36		Payroll Fund
		\$ 7,747.68		Claims Fund
	597.90.00	\$ 500.00	030/131	Fire Equip/EMS Res
	597.90.00.40	\$ 125.00	30	Fire/EMS Bunker Gear
109	Criminal Justice			Payroll Fund
				Claims Fund
	597.10.00.20	\$ 4,167.00	7	PD Maintenance Reserve
134	Fire Station Construction			Payroll Fund
				Claims Fund
	597.10.00.30	\$ 99.25	202	FS Bond Investment Interest
136	Visitor Promo			Payroll Fund
		\$ 597.45		Claims Fund
	597.10.00.10	\$ 179.87	1	GF Investment Interest
	597.51.00.30		1	GF Insurance Portion
	597.52.00.60		1	GF Brick Sales Administration
202	Fire Station Construction Bond			Claims Fund
307	Capital Improvement			Payroll Fund
		\$ 4,838.68		Claims Fund
	597.10.00.10		1	GF Investment Interest
	597.10.00.31	\$ 2,438.00	1	GF Project Administration
	597.00.20.00		102	St CIP - River Avenue
	597.10.00.32		102	PW Admin Bldg
308	Comp Plan Cap Imp	\$ 10,171.09		Payroll Fund
				Claims Fund
	597.10.30	\$ 1,250.00	307	Cap Imp - PW Admin Bldg
	597.10.20		102	St CIP - River Avenue
				Claims
401	Natural Gas Operations			
	6% tax 533.10.54	\$ 35.57	1	GF Business Tax
	597.00.00.70		1	GF Gas System Sale

From Fund #	NAME	AMOUNT	To Fund #	NAME
	Bars Number			Bars Number
402	Water Sewer Operations	\$ 85,320.46		Payroll Fund
		\$ 32,172.19		Claims Fund
	10% tax W 534.10.54	\$ 7,099.86	1	GF Business Tax 316.42
	10% tax S 535.10.54	\$ 17,295.08	1	GF Business Tax 316.44
	597.00.00.50	\$ 542.00	1	GF Dispatch 397.00.60
	597.00.00.51	\$ 6,016.00	1	GF Admin Water 397.60.10
	597.00.00.52	\$ 7,360.00	1	GF Admin Sewer 397.60.10
	W 597.00.00.53		1	GF Insurance Portion 397.60.60
	S 597.00.00.55		1	GF Insurance Portion 397.60.60
	597.00.00.70	\$ 59,354.00	405	Sewer Imp Fund 397.00.00 St Merge
	597.00.00.80	\$ 16,815.00	406	Water Imp Fund 397.00.00 St Merge
	597.00.00.40	\$ 2,084.00	430	Utility Equipment Reserve 397.00.40
	597.00.00.90	\$ 1,250.00	307	Cap Imp - PW Admin Bldg 397.10.60
403	Solid Waste	\$ 79,820.23		Claims Fund
	10% tax 537.10.54	\$ 9,786.92	1	GF Business Tax 316.45
	597.00.00.10	\$ 5,077.00	1	GF Administration 397.60.40
	597.00.00.55		1	GF Insurance Portion 397.60.83
405	Sewer Ext & Replacement			Payroll Fund
		\$ 2,496.97		Claims Fund
	597.10.00.31	\$ 2,231.00	1	GF Project Administration 397.60.96
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg 397.10.80.70
	597.10.00.33	\$ 2,083.00	430	Utility Equipment Reserve 397.00.85
406	Water Line Replacement & Ext			Payroll Fund
		\$ 4,263.10		Claims Fund
	597.10.00.31	\$ 2,678.00	1	GF Project Administration 397.60.97
	597.10.00.32	\$ 1,250.00	307	Cap Imp - PW Admin Bldg 397.10.80.80
	597.10.00.40	\$ 1,250.00	430	Utility Equipment Reserve 397.00.90
407	Storm Drain Operation & Maint	\$ 14,264.92		Payroll Fund
		\$ 4,947.39		Claims Fund
	10 % tax 531.30.44.01	\$ 4,579.37	1	GF Business Tax 316.48
	597.00.00	\$ 1,250.00	430	Utility Equipment Reserve 397.00.50
	597.00.00.10	\$ 9,549.00	408	Storm Drain Cap 397.00.30 St Merge
	597.00.00.20	\$ 5,820.00	1	GF Admin 397.60.40.10
	597.00.00.53		1	GF Insurance Portion 397.60.71
	597.00.00.57	\$ 42.00	1	GF Dispatch 397.60.21



## E. COMMITTEE REPORTS